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STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

KNOW ALL MEN BY THESE PRESENTS:

**AMENDMENT AND RATIFICATION
OF OIL, GAS, AND MINERAL LEASE**

This AMENDMENT AND RATIFICATION OF OIL, GAS, AND MINERAL LEASE (“Amendment and Ratification”) is executed by ASA Minerals, LLC (“Lessor”), on the one hand, and Chesapeake Exploration, L.L.C. (“Lessee”), on the other hand. The effective date of this Amendment and Ratification shall be January 7, 2005 (“Effective Date”).

WHEREAS, on January 7, 2005, Huntington AMC, LLC, as original lessor, and Four Sevens Oil Co., Ltd., as original lessee, entered into that certain Oil, Gas, and Mineral Lease (“Lease”) covering 10.0 acres, more or less, of land located in Tarrant County, Texas, and more particularly described and recorded in Instrument Number D205080987 of the Official Public Records of Tarrant County, Texas (“Leased Premises”). Through various assignments, mergers, and/or name changes, ASA Minerals, LLC is the current lessor under the Lease and Chesapeake Exploration, L.L.C. is the current lessee under the Lease.

WHEREAS, certain litigation is pending in Cause No. 153-231688-08, styled *ASA Minerals, LLC v. Chesapeake Exploration, L.L.C. et al.* (the “Litigation); pending in the 153rd Judicial District Court of Tarrant County, Texas, involving claims concerning the validity of the Lease. As part of the settlement of the claims in the Litigation, Lessor and Lessee have agreed to enter into this Amendment and Ratification.

WHEREAS, Lessor and Lessee desire to amend the Lease as to certain provisions and/or add certain provisions. Lessor and Lessee further desire to ratify and confirm the Lease, acknowledge that the Lease is in full force and effect, and confirm that Lessor is not aware of, and has not notified Lessee of, any breach of the Lease provisions other than the claims that are being settled and released in the Litigation pursuant to the Settlement Agreement and Release of All Claims being entered simultaneously herewith; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee hereby COVENANT, STIPULATE, and AGREE as follows:

1. All of Paragraph 2 of the Lease is hereby deleted in its entirety. In lieu thereof, the following language is substituted so that Paragraph 2 of the Lease shall hereinafter read as follows:

“2. Unless sooner terminated and subject to the other provisions herein contained, this lease shall be for a term of five (5) years from this date (called “primary term”) and as long thereafter as oil, gas, or related hydrocarbons are produced from said land.”

2. All references in Paragraph 3 of the Lease to the payment of a “twenty two percent (22%)” royalty shall be changed to read “twenty five percent (25%)”.

3. Paragraph 2 of Exhibit “A” of the Lease is deleted in its entirety.

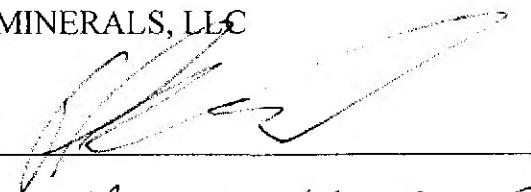
4. Lessor and Lessee hereby ratify, adopt, and confirm the Lease as hereby amended and acknowledge that the Lease is valid, subsisting, and in full force and effect. Lessor further represents and warrants that he is not aware of, and has not notified Lessee of, any breach of the Lease provisions, and to the extent necessary to ratify and confirm said Lease, does hereby Grant, Lease, and Let exclusively unto Lessee for the purpose of exploring for, developing, producing, and marketing oil, gas, and other substances covered by the Lease, subject to and in accordance with all terms contained in said Lease as hereby amended. By executing this Amendment and Ratification, Lessor and Lessee acknowledge that the Lease is in full force and effect, and ratify the Lease as to all of its terms including those contained herein.

5. This Agreement may be signed in any number of counterparts, each of which shall be considered an original for all purposes, with the same effect as if the signatures thereto and hereto were upon the same instrument.

6. The provisions hereof shall be binding upon the parties hereto and their respective beneficiaries, agents, representatives, successors, heirs, devisees, legatees, and assigns.

EXECUTED as of the dates of acknowledgments below, but for all purposes effective as of the Effective Date of January 7, 2005.

ASA MINERALS, LLC

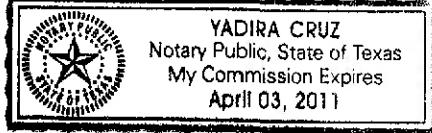
By 
Its Phillip J. Casavilla

Dated this 30 day of December, 2008

STATE OF Texas §
COUNTY OF Dallas §

BEFORE ME, the undersigned Notary Public in and for said county and state, on this date personally appeared Philip J. Casavilla, who is the duly authorized representative of ASA Minerals, LLC and is authorized to execute the foregoing instrument on its behalf, known to me as the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she has executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 30 day of December, 2008.



Yadira Cruz
Notary Public, State of Texas
My Commission Expires: 4-3-11

CHESAPEAKE EXPLORATION, L.L.C.

By Michael G. Harris ccs

Its Vice President - legal

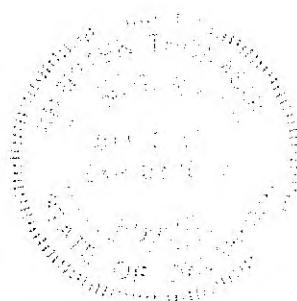
Dated this 21st day of December, 2008

STATE OF OKLAHOMA §

COUNTY OF OKLAHOMA §

BEFORE ME, the undersigned Notary Public in and for said county and state, on this date personally appeared Michael G. Harris, who is the duly authorized representative of CHESAPEAKE EXPLORATION, L.L.C. and is authorized to execute the foregoing instrument on its behalf, known to me as the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she has executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 29th day of December, 2008.



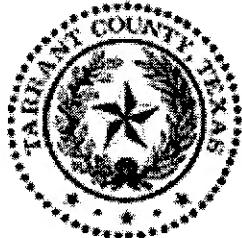
Theresa Thompson

Notary Public, State of OKLAHOMA

My Commission Expires: 2/18/12

After Recording, Please Return to:

Bart A. Rue
Kelly Hart & Hallman LLP
201 Main Street, Suite 2500
Fort Worth, Texas 76102



KELLY HART HALLMAN
201 MAIN ST STE 2500
BART A RUE
FT WORTH TX 76102

Submitter: KELLY HART HALLMAN ET AL

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 01/09/2009 03:53 PM
Instrument #: D209007036
WD 5 PGS \$28.00

By: _____



D209007036

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OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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